

STATE OF WEST VIRGINIA

DEPARTMENT OF MINES

RECEIVED

DEC 1 6 1981

OIL AND GAS DIVISION WY DEPARTMENT OF MINES

OIL AND GAS WELL PERMIT APPLICATION

Oil and Gas Division

Charle				
	eston, W. Va.	DATI	E December 1	15. 1981
Surface Owner_	Roma Hargus, et al	Comp	many Key Oil Compa	any
Address	Gandeeville, W. Va	Addre	ess Titusville, F	ennsylvania
Mineral Owner_	Ida Fields heirs, e	et al Farm	Hargus	Acres229
Address	Gandeeville, W. Va.	Locat	ion (waters) Flat Fo	ork
Coal Owner	Roma Hargus, et al	Well	No1	Elevation 699
Address	Gandeeville, W. Va.	• Distri	ct Harper	County Roane
Coal Operator	none	Quadi	rangle Walton 7.5	
Address				
THIS PERMIT ME	UST BE POSTED AT THE WELL	L SITE		
	ing in accordance with Chapte		O.D.	
	ode, the location is hereby app	TO BE NO	OTIFIED Richard	J. Morris
for Drillin	ng . This permit shall ex	pire if	P. O. Box 372	
operations have	not commenced by 8-21-81	ADDRESS	Grantsville. W.	Va. 26147
19/	The second	PHONE	354-7259	
Deputy Direct	or - Oil & Gas Division	_		
GENTLEMEN:				
	ed well operator is entitled to o			
	as the case may be) under gran			
	made to <u>Key Oil C</u>			day of December
19 <u>81</u> , in <u>RC</u>	oane County, Book	Page	330	
	W WELLDRILL D	EEPER	REDRILLFRA	ACTURE OR STIMULATE
				1010112 011 211110
OIL	AND GAS WELL ORIGINALI			1010H2 9H 911H2
The enclosed		LY DRILLED BEFOR	E JUNE 5, 1969.	
The enclosed have been notifie The above na to make by Sect	plat was prepared by a registered as of the above date. med coal owners and/or operator of the Code, must be received.	LY DRILLED BEFORE ed engineer or license r are hereby notified vived by, or filed with	that any objection they with the Department of Mines	oal owners and/or operators ish to make, or are required within ten (10) days. *
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THIS IS AN ESTIMATE ONLY ACTUAL INFORMATION WILL BE SUBMITTED ON OG-10 UPON COMPLETION

PILLING CONTRACTOR: (If		DEEPEN FRACTURE-STIMULATE RESPONSIBLE AGENT:			
	Known)	아이들은 아이들이 아이들은 아이들은 모든 이 없었다. 그들은 아이들이 아이들이 되었다면 하다고 있다.			
AME not known at th					
DDRESS			+-827-1820		
TELEPHONE	7 7001				
STIMATED DEPTH OF COMP	LETED WELL: 5.700		CABLE TOOLS		
ROPOSED GEOLOGICAL FOR	MATION: Devonian Sha	Le (Marcellus)			
YPE OF WELL: OIL	GAS X C	OMB STORA	GE DISPOSAL		
ENTATIVE CASING PROGRA		NG WATER I	FLOODOTHER		
CASING AND TUBING SIZE	USED FOR DRILLING	LEFT IN WELL	CEMENT LILL UP OR SACKS - CUBIC FT.		
20 - 16					
XXXX 11 3/4	800	800	cement to surface		
0 - 5/8			252 233		
3 - 5/8	2,200	700	250 fill up		
1		- 110 JBW 317 T	HISTORY OF THE PERSON OF THE P		
5 ½		5,700	2,600 fill up		
3		Sympan avaland	Perf. Top		
2			Perf. Bottom		
Liners		H BUCKS DANK HILLS	Perf. Top		
			Perf. Bottom		
S COAL BEING MINED IN TO DRILL:		BY WHOM?			
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Official Title



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This permit covering the well operator and well location snown below is evidence of permission granted to drift in accordance with the pertinent leg quirements subject to the conditions contained herein and on the reverse hereof. Notification must be given to the District Oil and Gas Inspector.

(Refer to No. 10) Prior to the construction of roads, locations and pits for any permitted work. In addition, the well operator or his contractor shall not proper district oil and gas inspector 24 hours before actual permitted work has commenced.)

April 8, 1984

unless drilling is commenced prior to that date and prosecuted with due dilighted to the conditions of the district oil and gas inspector 24 hours before actual permitted work has commenced.)

Pe	rmit expires	P	0, 1904			unless dr	nlling is commence	date and prosec	uted with the
	Bond:	B	Agent: U	Plat:	Casing 8	958	Me	Office of Ole	ATU

IV-9 REVERSE (REV 8-81) ATTACH OR PHOTOCOPY SECTION OF LEGEND INVOLVED TOPOGRAPHIC MAP. QUADRANGLE Walton 7.5' Well Site Access Road WELL SITE PLAN Sketch to include well location, existing access road, roads to be constructed, wellsite, drilling pits and necessary structures numbered or lettered to correspond with the first part of this plan. Include all natural drainage. LEGEND Property boundary -Road = = = = = Spring O Existing fence -x-Wet spot Planned fence --/-Building Stream \... Drain pipe-Open ditch -----access Rd. @ < 09/15/2023



DATE	December	10,	1981	
WET.T.	NO 1			

State of Mest Nirginia

API NO. 47 - 087

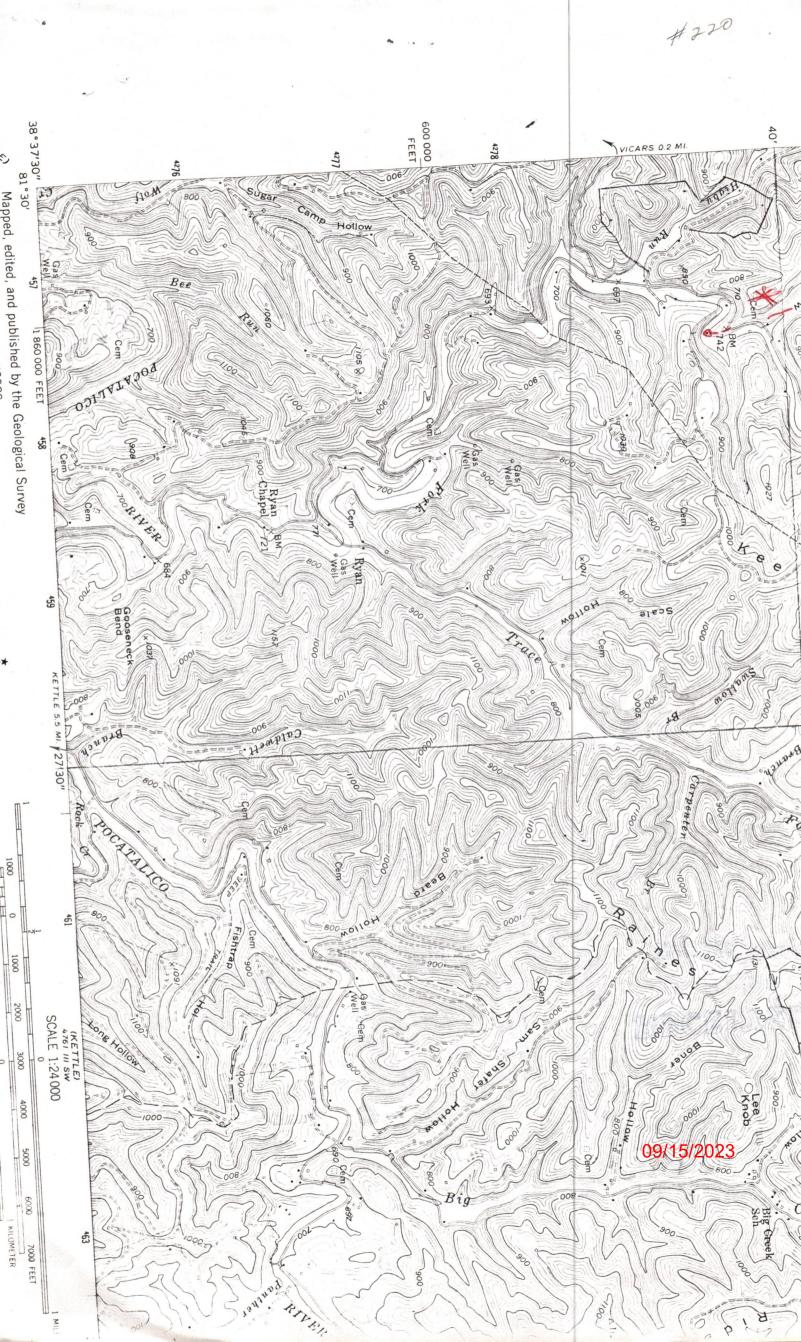
Bepartment of Mines Gil and Gas Zivision

CONSTRUCTION AND RECLAMATION PLAN

Key Oil Company

DESIGNATED AGENT

Address 220 W. Central Ave., Titus	sville	e, PaAddress P.O. Box 727, Spencer, W.V.
Telephone 814-827-1820		Telephone 304-927-2991
LANDOWNER Roma Hargus, et. al.	_ •	SOIL CONS. DISTRICT Little Kanawha
Revegetation to be carried out by	Ke	y Oil Company (Agent)
This plan has been reviewed by /,	H/e	Kanswha SCD. All corrections
and additions become a part of this pla		
	0	(Date)
	Ja	(SCD Agent)
ACTES DOAD	0	LOCATION
and interest at 100 to	12.74	
Structure Drainage Ditch	(A)	Structure Diversion Ditch (1)
Spacing .		Material Earthen
Page Ref. Manual I:11		Page Ref. Manual I:11
Structure Cross Drain	(B)	Structure Sediment Barrier (2)
	(2)	the state of the s
Spacing 150'		Material Brush or Stone
Page Ref. Manual I:6		Page Ref. Manual
itructure	(C)	Structure RECEIVED (3)
pacing		Material
pacing		Page Ref. Manual OH AND GAS DIVISION WY DEPARTMENT OF MINES
age Ref. Manual		
7 1 ham ac to De (711, ()/41 o	bucheu	larly and repaired if necessary. All and all brush and small timber to be work begins.
cut and removed from the site before	dirt	work begins.
F	EVEGET	
Treatment Area I & II		Lime Tons/acre
Tons/acc	ce	ar correct to ph
or correct to pH 6.5		Fertilizerlbs/acrelbs/acrelbs/acre
rtilizer 600 lbs/acre (10-20-20 or equivalent)	=	(10-20-20 or equivalent)
Tons/ac	re	Mulch Tons/acre Seed*
lch Hay 15 lbs/acr		Seed* lbs/acre
ed* Ky-31 lbs/acr		lbs/acre
Crownvetch		
	1 4.0	efoil and clovers with the proper bacterium. 09/15/2023
*Inoculate all legumes such as veto	en, tr	09/15/2023
*Inoculate all legumes such as oculate with 3X recommended amount.	PT.	AN PREPARED BY Smith Land Surveying
· · · · · · · · · · · · · · · · · · ·	1	ADDRESS 111 South Street
NOTES: Please request landowners'	U	Glenville, W. V. 26351
NOTES: Please request new cooperation to protect new cooperation one growing season.	1	Glenville
cooperation to protect new seedling for one growing season.		PHONE NO.
Attach separate sheets as necessary for comments.		



MECEINE

This instrument was prepared by M & J Joint Venture, a partnership, P. O. Box 727, Spencer, W. Va. 25276.

OIL AND GAS LEASE

BOOK 161 PAGE 451

AGREEMENT, made and entered into this 11th day of November A. D. 19 81 by and between Lucile Cantley and Hubert Cantley, Jr., her husband
of Comfort, West Virginia party of the first part, hereinafter and M & J Joint Venture, a partnership party of the second part, hereinafter called Lessee; 1. WITNESSETH: That the Lessor, in consideration of the sum of One Dollar, the receipt of which is hereby acl nowledged, and the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and all of the constituents of either in and under the land hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and of storing gas of any kind in any formation underlying the land, and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water, laying pipe lines, erecting tanks, machinery, powers and structures, and to possess, use, and occupy so much of said premises as is necessary and convenient for said purposes and to convey
the above named products therefrom or thereto by pipe lines or otherwise; said land being situate in Harper XXXXXXIII. County of Roane , State of West Virginia , and described as follows, to-wit: Bounded on the
NORTH by lands of Fields & Knodes
EAST by lands of Smith and Smith SOUTH by lands of Kiser, Cox and Fields
WEST by lands of Major A. Ferrell
Containing two hundred twenty-nine (229) acres, more or less and being the same land conveyed to lessor by
by deed dated and
recorded in said county records in 2. It is agreed that this lease shall remain in force for a primary term of five (5) years from this date and as long
any formation underlying the herein leased land is used for storage of gas as provided under paragraph 7 hereof. 3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pipe line to which he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, and shall pay Lessor. Their proportionat share of the equal one-eighth (1/8) part of all gas produced and saved.
for all gas and casing head gas produced and sold from the premises, payable monthly; provided, Lessee shall pay Lessor a royalty at the rate of Fifty Dollars per year on each gas well while, through lack of market, gas therefrom is not sold or used off the premises, and while said royalty is so paid said well shall be held to be a paying well under paragraph 2 hereof.
4. The Lessee shall commence operations for a well on the premises on or before November 11, 19 81, unless Lessee
pays thereafter a rental of \$5.00 per acre per year for each 12 months that operations are delayed from the time above mentioned. The consideration first recited herein, the down payment, shall cover not only the privilege granted to the date when first said rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid, and any and all other rights conferred. The drilling of a non-productive well shall be accepted by the Lessoe in lieu of delay rental for a period of one year after its completion, and following the exhaustion or abandonment of all wells the Lessee shall have the right for a period of one year to resume the payment of delay rental or commence operations for another well. Upon the resumption of payment of rentals the provisions hereof governing such payment and the effect thereof shall continue in force as though they had not been interrupted.
5. All moneys coming due hereunder shall be paid or tendered to Celia F. Epling, Agent P+ 1 Roy 07A Palestine, W. Va. 26160
direct, or by check payable to his (or her) order mailed to Rt. 1. Box 97A, Palestine, w. va. 20100 and no default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payment or perform any conditions provided for herein unless the Lessee shall refuse or neglect to pay or perform the same for ten days after having received written notice by registered mail from the Lessor of his intention to declare such default. 6. Lessor reserves 200,000 cubic feet of gas per annum for domestic use, to be taken through his own appliances at any producing gas well, and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use. 7. Lessee shall have the right to use any formation underlying the lessed premises for the storage of gas and shall have
all rights and rights-of-way necessary to store and produce such stored gas. As full payment for such storage rights, the Lessee skall pay to the Lessor a rental at the rate of per acre per year, while the premises are so used, and so long as the storage payment is made, all provisions of this lease shall remain in full effect. 8. Lessor further grants to the Lessee, his heirs and assigns, the right to unitize this lease with other leases to form a drilling
unit or units according to the rules and regulations which may be adopted for the proper development and conservation of the field. In the event this lease is so unitized, the Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of the royalty above provided, as the acreage covered by this lease bears to the total acreage comprising the unit. 9. If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royal-
ties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.
10. No well may be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of Lessor. Lessee shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor. Lessee shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises, including the right to draw and remove casing. Lessee shall pay for damages caused by its operations to growing crops on said lands, and, when requested by Lessor, shall bury its pipe lines below plow depth.
11. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly allowed. In event this lease shall be assigned as to any part or parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said Lessee or any assignee thereof shall make due payment of said rental. No change of ownership in the land or in the rentals or royalties shall be binding on the Lessee until after notice to the Lessee and it has been furnished with a written transfer or assignment or a certified copy thereof.
12. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancelation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the Lessor, or if more than one Lessor, then to any one of them, or to the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in person or by mail addressed to the post office address of such person, or by recording a duly executed surrender thereof in the deep of the County in which the land is located.
13. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee at its option may pay, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other liens. 14. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom, then as long as production continues. If after the expiration of the term of this lease production from the leased premises shall cease from any cause, this lease shall not terminate provided Lessee resumes constitutes within each of the leased premises shall cease from any
cause, this lease shall not terminate provided Lessee resumes operations within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, then as long as oil or gas is produced in paying quantities.

161 PAGE 452 15. This lease embodies the entire contract and agreement between Lessor and Lessee, and no warranties, representations, promises or inducements not herein expressed have been made or relied upon by either party.

The terms, conditions and stipulations of the parties hereto. Witness the hands and seals of the parties hereto the day and year first above written. (SEAL) (SEAL) ...(SEAL)(SEAL) (SEAL) WEST VIRGINIA ACKNOWLEDGMENT STATE OF WEST VIRGINIA COUNTY OF BOONE STOWERS a Notary Public of said County, do hereby certify that... whose name signed to the within writing bearing date the ha this day acknowledged the same before me in my said County. Given under my hand this 27 day of [VO U Woodwa My Commission expires 4-14-1988 WEST VIRGINIA ACKNOWLEDGMENT STATE OF WEST VIRGINIA To-wit: COUNTY OF a Notary Public of said County, do hereby certify the whose name.....signed to the within writing bearing date the _ ___ day of___ ha..... this day acknowledged the same before me in my said County. Given under my hand this, 19_____ Notary Public My Commission expires.... OHIO ACKNOWLEDGMENT STATE OF OHIO, COUNTY OF Before me, a Notary Public in and for said county, personally appeared the above named. that he did sign the foregoing instrument, and that the same is who acknowledged free act and deed. In testimony whereof I have hereunto subscribed my name at day of My Commission expires Notary Public STATE OF WEST VIRGINIA, ROANE COUNTY COMMISSION CLERK'S OFFICE, / December 1981 10:35A The foregoing instrument together with the certificate thereto annexed, was this date admitted to record in said office. File No. 11706 GENE M. ASHLEY, Clerk
By Carely Detter DOPAN 5/2023 Fees \$ 4.50

OIL AND GAS LEASE

day of NOVE MBER A. D. 19.81 CARL W EPLING. HER HUSBAND by and between CENIA F FPLING AND OF RTIBOX 9711 PHLESTINE WIA. party of the first part, hereinafter called Lessor (whether one or more), and MIYD - DINT VENTURE A PARTNER SHIP and MITNESSETH: That the Lessor, in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and all of the constituents of either in and under the land hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and of storing gas of any kind in any formation underlying the land, and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water, laying pipe lines, erecting tanks, machinery, powers and structures, and to possess, use, and occupy so much of said premises as is necessary and convenient for said purposes and to convey.

District.party of the second part, hereinafter called L the above named products therefrom or thereto by pipe lines or otherwise; said land being situate in HARPER Township,

County of ROBNE, State of WEST WIRCINIA, and described as follows, to-wit: Bounded on the NORTH by lands of FIFLDS & RHODES EAST by lands of SMITH Y SMITH SOUTH by lands of KISER COX & FIELDS WEST by lands/of." MAJOR A FERRELL

Containing TWO MEND TWENTY NINE (229) acres, more or less and being the same land conveyed to lessor by ...by deed dated... recorded in said county records in... 2. It is agreed that this lease shall remain in force for a primary term of FIVE years from this date and as long thereafter as operations for oil or gas are being conducted on the premises, or oil or gas is found in paying quantities thereon, or any formation underlying the herein leased land is used for storage of gas as provided under paragraph 7 hereof.

3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pipe line to which he may connect his wells, the equal one-eighth (1/2) part of all oil produced and saved from the leased premises, and shall pay Lessor THEIR FIRST FIRST FORTHER FOR THE SHAPE FOR ALL CHE PRODUCED AND SAVEN FROM THE LESSED FORTHER FOR SHAPE FOR THE FORTHER FOR SHAPE FOR THE 5. All moneys coming due hereunder shall be paid or tendered to CELIF F EPLING AGENT direct, or by check payable to his (or her) order mailed to KI 170X 9712 PILIFSTINE WIN JULIO and no default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payment or perform any ceived written notice by registered mail from the Lessor of his intention to declare such default. 6. Lessor reserves 200,000 cubic feet of gas per annum for domestic use, to be taken through his own appliances at any producing gas well, and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

7. Lessee shall have the right to use any formation underlying the leased premises for the storage of gas and shall have all rights and rights of way necessary to store and produce such stored gas. As full payment for such storage rights, the Lessee shall pay to the Lessor a rental at the rate of the per acre per year, while the premises are so used, and so long as the storage payment is made, all provisions of this lease shall remain in full effect.

8. Lessor further grants to the Lessee his large and assigns the right to supplies this lease with other leases to determine a delivered as a large payment is the Lessee his large and assigns the right to supplies this lease with other leases.

8. Lessor further grants to the Lessee, his heirs and assigns, the right to unitive this lesse with other lesses to form a drilling unit or units according to the rules and regulations which may be adopted for the proper development and conservation of the field. In the event this lesse is so unitized, the Lessor agrees to accept, in-lieu of the royalty hereinbefore recited, such proportion of the royalty above provided as the accenge covered by this lesse bears to the total acreage comprising the unit. 9. If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royal-ties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided

10. No well may be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of Lesser. Lessee shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from placed on said premises, including the right to draw and remove casing. Lessee shall pay for damages caused by its operations to growing crops on said lands, and, when requested by Lessor, shall bury its pipe lines below plow depth.

11. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such deany assignee thereof shall make due payment of said rental. No change of ownership in the land or in the rentals or royalties shall tified copy thereof.

12. At any time, Lessee, its successors or assigns shall have the right to the proportion and parts of the rentals or assignment or a certain time.

12. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancelation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the Lessor, or if more than one Lessor, then to any one of them, or to the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in period of the County in which the land is located.

the County in which the land is located.

13. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee at its option may pay, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other liens.

14. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall as production continues. If after the expiration of the term of this lease production from the leased premises shall cease from any cause, this lease shall not terminate provided Lessee resumes operations within sixty days from such cessation, and this lease shall duced in paying quantities.

15. This lease embodies the entire contract and agreement bet ises or inducements-not herein expressed have been made or relie	ed unon hy either n	arty The	terme condit	Hone and whimelall
hereof shall extend to the respective heirs, executors, administrator	ors, successors and as	signs of th	e parties heret	0.
Witness the hands and seals of the parties hereto the day and ye				
WITNESS:	ar ilist above writte	n.	10	,
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STATE OF WEST VIRGINIA)			14
COUNTY OF ROANE	To-wit:			
		, 1		***************************************
1, I HUGH JOHN- A CONTMISSIONER FOR WID CEXIN F EPHING AND CARL W. E	Notary Public of said	Hill 13	do hereby cert	ty that I! II
whose names FRE signed to the within writing bearing date th			of NE	SEE SEE
has this day acknowledged the same before me in my said Con	untv			5 404
Given under my hand this 1074 day of	NOVEMBER	-4	1987	A // 3.
My Commission Expires Jan. 23, 1989		-//	Notary Public	of officer
My Commission expires		9	7.6	Property 119
WEST VIRGINIA AC	KNOWLEDGMENT		er E.	incuration of
STATE OF WEST VIRGINIA	} To-wit:			THE STATE OF THE S
COUNTY OF	\			
맛이 뉴스님 유리 그림은 이 경기에는 바이지는 말다면 보면 악과에 바다가 얼굴하다면 되었다. 아이는 아이에 이 그리고 아이는 모든 그는 그는 그는	Notary Public of said	County,	lo hereby certi	fy that
whose name signed to the within writing bearing date the ham this day acknowledged the same before me in my said Cou Civen under my hand this day of	unty.		of	, 19
——————————————————————————————————————			Notary Public	
My Commission expires				i e
OHIO ACKNOW	VLEDGMENT			
STATE OF OHIO,	1			
STATE OF WEST VIRGINIA, ROANE COUNTY COMMISSION CLERK'S OFFICE,	10			, A.
ROANE COUNTY COMMISSION CLERK'S OFFICE,	17 9 Cove	mere	19.0	/_ //.o/M.
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Book No. /6/ The foregoing instrument together with the certifin said office. File No. //47/	ficate thereto anne	xed, was	this date adn	nitted to record
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OIL AND GAS LEASE

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5. All moneys coming due hereunder shall be paid or tendered to Celia F. Epling-Agent direct, or by check payable to his (or her) order mailed to Rt. 1. Box 97A. Palestine, W. Va. 26160 and no default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payment or perform any conditions provided for herein unless the Lessee shall refuse or neglect to pay or perform the same for ten days after having received written notice by registered mail from the Lessor of his intention to declare such default.

6. Lessor reserves 200,000 cubic feet of gas per annum for domestic use, to be taken through his own appliances at any producing gas well, and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

7. Lessee shall have the right to use any formation underlying the leased premises for the storage of gas and shall have shall pay to the Lessor a rental at the rate of per acre per year, while the premises are so used, and so long as the storage payment is made, all provisions of this lease shall remain in full effect.

8. Lessor further grants to the Lessee, his heirs and assigns, the right to unitize this lesse with other lesses with other lesses with other lesses with other lesses.

8. Lessor further grants to the Lessee, his heirs and assigns, the right to unitize this lease with other leases to form a drilling unit or units according to the rules and regulations which may be adopted for the proper development and conservation of the field. In the event this lease is so unitized, the Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of the royalty above provided, as the acreage covered by this lease bears to the total acreage comprising the unit.

9. If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royal-ties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided

10. No well may be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of Lessor, and shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from placed on said premises, including the right to draw and remove casing. Lessee shall pay for damages caused by its operations to growing crops on said lands, and, when requested by Lessor, shall bury its pipe lines below plow depth.

11. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such deany assignee thereof shall make due payment of said rental. No change of ownership in the land or in the rentals or royalties shall tified copy thereof.

12. At any time, Lessee, its successors or assigns shall have the right to a said land with a written transfer or assignment or a cer-

12. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancelation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this of them, or to the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in personal thereof in personal the County in which the land is located.

13. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee at its option may pay, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other liens.

14. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall as production continues. If after the expiration of the term of this lease production from the leased premises shall cease from any cause, this lease shall not terminate provided Lessee resumes operations within sixty days from such cessation, and this lease shall duced in paying quantities.

see Lease Book/62 Page

hereof shall extend to the remortive	ed have been made or r	relied upon by ei	ther narty	d no warranties, replaced the terms, condition	ne and ethnulation
value to the respective	heirs, executors, administ	rators, successors	and assigns of	the parties hereto.	
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COUNTY OF ROAME		To-wit:		1.00	
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whose name J ARE signed to the wit	hin writing bearing date	the 1	Lth	day of Novemb	er 19 8
this day acknowledged the say	me before me in my said	County.		7.7	200
Given under my hand this 1/4	day of	NOVEMB	ER (19/11/	101/
My Commission expires My Commission	Fyniron Ion 00 1000		(Notary Public	JAN 8:
My Commission expires	т Ехфияса Лап. 23, 1989	-		1	PISS!
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STATE OF WEST VIRGINIA		To-wit:			La Marinio de
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STATE OF WEST VIRCINIA,					
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The foregoing instrument	together with the cer	tificate thereto	annexed, wa	s this date admitt	ted to record
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Car Department	
of Madison, W. Va. 25130 party of the first n	part, hereinafter called Lessor (whether one or more),
and	narty of the second nart hardingform all 3 r
the covenants and agreements hereinafter contained does hereby grant unto	ollar, the receipt of which is hereby acknowledged, and
and gas and their constituents and of storing gas of any kind in any formation	the exclusive right to drill for, produce and market oil
at all times for the purpose of drilling and operating for oil, gas and water, la	ying pipe lines, erecting tanks, machinery, powers and
be determined and to possess, and occupy so maken of said premises as is necessary	essary and convenient for said purposes and to convey
the above named products therefrom or thereto by pipe lines or otherwise; said	I land being situate in Harper Toxxxx
NORTH by lands of Fields and Rhodes	, and described as follows, to-wit: Bounded on the
EAST by lands of Smith and Smith	*
EAST by lands of Smith and Smith SOUTH by lands of Kiser, Cox and Fields	3
WEST by lands of Major A. rerrett	
Containing two hundred twenty-nine (229)acres, more	or less and being the same land conveyed to lessor by
by deed date recorded in said county records in 2. It is agreed that this lease shall remain in force for a primary term of fithereafter as operations for oil or gas are being conducted on the premises.	d and
recorded in said county records in Book No.	Page
2. It is agreed that this lease shall remain in force for a primary term of thereafter as operations for oil or gas are being conducted on the premises, of any formation underlying the herein leased land is used for storage of any any	tve (5) years from this date and as long
any formation underlying the herein leased land is used for storage of gas as 3. The Lessee shall deliver to the credit of the Lessor free of cost in the	provided under paragraph 7 hereof,
3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pone-eighth (1/6) part of all oil produced and saved from the leased premises, share of the equal one-eighth (1/8) part of	and shall pay Lessor. Their proportionate
1 10F 3H V35 3DU Casing head gas produced and sold them the management	
rate of Fifty Dollars per year on each gas well while, through lack of market, g while said royalty is so paid said well shall be held to be a paying well under p	as therefrom is not sold or used off the premises, and
4. The Lessee shall commence operations for a well on the premises on or before	November 1881
pays thereafter a rental of \$5.00 er acre per year the time above mentioned. The consideration first recited herein the down	November 18, 1981, unless Lessee
	payment, shan cover not only the privilege granted
any and all other rights conferred. The drilling of a non-productive well shall be a period of one year after its completion, and following the exhaustion or abase for a period of one year to resume the payment of delay rental or company.	a be accepted by the Lessor in field of delay rental for
to the date when first said rental is payable as aforesaid, but also the Lesse any and all other rights conferred. The drilling of a non-productive well shall a period of one year after its completion, and following the exhaustion or abase for a period of one year to resume the payment of delay rental or commence of payment of rentals the provisions hereof governing such payment and the effect of payment of rentals the provisions hereof governing such payment and the effect of the payment of the	operations for another well. Upon the resumption
not been interrupted.	
of tendered toOE.	
direct, or by check payable to his (or her) order mailed to Route 1. Be and no default shall be declared against the Lessee by the Lessor for failure conditions provided for herein unless the Lessee shall refuse or neglect to pay	-C AL - Y
ceived written notice by registered mail from the Lessor of his intention to dec	dere such default same for ten days after having re-
6. Lessor reserves 200,000 cubic feet of gas per annum for domestic use, to least well, and agrees to pay Lessee a fair domestic rate for any gas well.	be taken through his own appliances at any producing
his taking and use of gas shall be wholly at his own risk, the Lessee not to be l nor shall Lessee be liable for any shortage or failure in the supply of gas for s	
7 - Traces shall have the right to use out formation and his	data dolliestic use.
shall pay to the Lessor a rental at the rate of per acre per year	s full payment for such storage rights, the Lessee while the premises are so used and so long as the storage
8. Lessor further grants to the Lessee his hoire and assigns the distriction	
unit or units according to the rules and regulations which may be adopted for the event this lease is so unitized, the Lessor agrees to accept, in lieu of the royalty he provided, as the acreage covered by this lease hears to the total accept.	
9. If said Lessor owns a less interest in the above described land than the ties and rentals herein provided shall be paid the Lessor only in the proportion fee.	undivided fee simple estate therein, then the royal- which his interest bears to the whole and undivided
10. No well may be drilled nearer than 200 feet to the house or have	
and shall have the right to use free of cost gas oil and water made all	for the proper use and development of this lease.
placed on said premises, including the right to draw and remove easing I essen	of any part of the machinery, fixtures or structures
11. The interest or estate of either party hereto may be assigned, the priviler allowed. In event this lease shall be assigned as to any part or parts of the such part or parts shall fail or make default in the payment of the proportions.	ge of assigning in whole or in part being expressly above described land and the assignee or assignees of
fault shall not operate to defeat or affect this leave insofar as it are proportional	the part of the rents due from him or them, such de-
be binding on the Lessee until after notice to the Lessee and it has been furnis	ership in the land or in the rentals or royalties shall
12. At any time Lessee its successore or assigns shall have about the	
lease shall become absolutely null and void This surrounder man the shall become	retermine, and if the whole is surrendered, then this
of them, or to the heirs or assigns of any one of them by deline and the	Lessor, or it more than one Lessor, then to any one
the County in which the land is located.	cuted surender thereor in the Wetorder's office of
13. Lessor hereby warrants and agrees to defend the title to the land herein may pay, discharge or redeem any taxes, mortgages, or other liens existing, let lands, and in event it exercises such option, it shall be subrogated to the rights.	described and agrees that the Lessee at its option
lands, and in event it exercises such option, it shall be subrogated to the rights of itself by applying any royalty or rentals according beyonder to the displacement.	f any holder or holders thereof and may reimburse
remain in force and its terms continue so long as sink server diffing operations	s at any time while this lease is in force, it shall
as production continues. If after the expiration of the term of this lease production cause, this lease shall not terminate provided I	action from the leased premises shall cease from any
remain in force during the prosecution of such operations and if production	sixty days from such cessation, and this lease shall esults therefrom, then as long as off or sease shall
duced in paying quantities.	

W: 1 5 1 -

(SEAL) (S	15. This lease embodies the entire contract and ises or inducements not herein expressed have been been shall entired.	agreement between Lessor and Lesson	***************************************
Witness the hands and sents of the parties between the day and year first above written. (SEAL) (SEA	hereof chall aut - 1	made or relied upon by either party.	and no warranties, representations, promi
THESS: CHARLE GEALD (SEALD) (SEALD (SEALD) (SEALD (SEALD) (SEALD (SEALD (SEALD) (SEALD (SE	suan extend to the respective heirs, executo	rs, administrators, successors and assigns	of the parties hereto
THESS: CHARLE GEALD (SEALD) (SEALD (SEALD) (SEALD (SEALD) (SEALD (SEALD (SEALD) (SEALD (SE	** ** ** ** ** ** ** ** ** ** ** ** **		331
(SEAL) (S	Witness the hands and seals of the parties hereto	the day and year first above written.	animin de de
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ATE OF WEST VIRGINIA WEST VIRGINIA ACKNOWLEDGMENT To-wit: Melissa Summers Funice I. Fields ose name. is. signed to the within writing bearing date the 18th day of November, 10. 81 this day acknowledged the same before me in my said County, on hereby certify that WEST VIRGINIA ACKNOWLEDGMENT APril 8, 1991 WEST VIRGINIA ACKNOWLEDGMENT APril 8, 1991 WEST VIRGINIA ACKNOWLEDGMENT To-wit: To-wit: To-wit: One name. signed to the within writing bearing date the day of 10. April 8, 1991 WEST VIRGINIA ACKNOWLEDGMENT A Notary Public of said County, do hereby certify that. One name. signed to the within writing bearing date the day of 10. Commission expires OHIO ACKNOWLEDGMENT WEST VIRGINIA OHIO ACKNOWLEDGMENT WEST VIRGINIA OHIO ACKNOWLEDGMENT WEST VIRGINIA OHIO ACKNOWLEDGMENT WHO acknowledged free act and deed. In testinony this day acknowledged the same said for said county, personally appeared the above named. OHIO ACKNOWLEDGMENT WHO acknowledged The foregoing instrument, and that the same is free act and deed. In testinony The foregoing instrument together with the certificate thereto annexed, was this date admitted to record in said office. Commission instrument together with the certificate thereto annexed, was this date admitted to record in said office. CENE, M. ASHLEY, Clerk CENE, M. ASHLEY, Cle		****	(SEAL)
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who acknowledged free act and deed. In testimony rect. I have hereigned subscribed my name at this Notary Public Notary Public TATE OF WEST VIRGINIA, ROANE COUNTY COMMISSION CLERK'S OFFICE, ROONE COUNTY COMMI	ONII OF	Services and the service services and the services and	itter arts arent lindy govern
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The foregoing instrument together with the certificate thereto annexed, was this date admitted to record in said office. GENE M. ASHLEY, Clerk	t C) he did sign the foregoing instrument ereof. I have hereinto subscribed my name at 19 Commission expires S	Acres Location County	free act and deed. In testimony this Notary Public
The foregoing instrument together with the certificate thereto annexed, was this date admitted to record an said office. GENE M. ASHLEY, Clerk	t Che did sign the foregoing instrument ereof. I have hereinfood ubscribed my name at 19 Commission expired and 19 Commiss	Acres Location County	free act and deed. In testimony this Notary Public
The foregoing instrument together with the certificate thereto annexed, was this date admitted to record in said office. GENE M. ASHLEY, Clerk	t Che did sign the foregoing instrument erect. I have hereinto dubscribed my name at 19 Commission expired in 19 Commissi	Acres Location County	free act and deed. In testimony this Notary Public
rile No. 11868 GENE M. ASHLEY, Clerk	Commission expired by the foregoing instrument at the country commission of the country commission clerk's and the country clerk's and the clerk's and the country clerk's and	County Date County Date S OFFICE, 10 Deces	Notary Public Notary Public 1981 10:399 09/15/2023
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Dy Laurent for	TATE OF WEST VIRGINIA, SOANE COUNTY COMMISSION CLERK' The foregoing instrument together win said office.	S OFFICE, ID Seces.	Notary Public Notary Public 198/ 10:324 09/15/2023 was this date admitted to record
	TATE OF WEST VIRGINIA, ROANE COUNTY COMMISSION CLERK'	S OFFICE, ID Seces.	Notary Public Notary Public 198/10:39A 09/15/2023 was this date admitted to record

This instrument was prepared by M & J Joint Venture, a partnership P. O. Box 727, Spencer, W. Va. 25276

BOOK 161 PAGE 648 OIL AND GAS LEASE

AGREEMENT, m	ade and entered into this Mabel Taylor ar	llth Tay	day of November	A. D. 19 81
by and between	Mabel Taylor at	id Crayton Tay	or, her hasbar	
		Y	· · · · · · · · · · · · · · · · · · ·	The second secon
Leroy, V	lest Virginia	party of the fir	st part, hereinafter called	Lessor (whether one or more),
1. WITNESSET, no covenants and situents of either and gas and their all times for the	H: That the Lessor, in consider agreements hereinafter contains and under the land hereina constituents and of storing gas purpose of drilling and operated	eration of the sum of On ined, does hereby grant of fiter described, together we of any kind in any format ting for oil, gas and water	e Dollar, the receipt of what into the Lessee all of the ith the exclusive right to on underlying the land, a laying pipe lines, erecti	d part, hereinafter called Lessee; nich is hereby acknowledged, and oil and gas and all of the con- drill for, produce and market oil and also the right to enter thereon ng tanks, machinery, powers and for said purposes and to convey
				Harper District,
				as follows, to-wit: Bounded on the
ORTH by lands	of Fields and	Rhodes		
AST by lands of.	Smith and S	Smith		The state of the s
OUTH by lands	of Kiser, Cox	and Fleids	······································	
EST, by lands b	Major A. Fo	errell		A service of the serv
1 1111 there was	"Marttagut harrien"	ine (//g)	ore or less and being the	same land conveyed to lessor by
10.1 (106)	unty records in	by deed	dated	bas and
corded in said co	unty records in	Book No		Page
2. It is agreed the reafter as operation und 3. The Lessee's needs the control of	hat this lease shall remain in fo tions for oil or gas are being erlying the herein leased land	rce for a primary term of conducted on the premis is used for storage of ga a Lessor free of cost, in t yed from the leased prem	es, or oil or gas is found s as provided under para ne pipe line to which he ises, and shall pay Less	years from this date and as long in paying quantities thereon, or graph 7 hereof. may connect his wells, the equal or Their proportions
ite of Fifty Dolla hile said royalty	rs per year on each gas well whis so paid said well shall be hel	hile, through lack of mark ld to be a paving well und	et, gas therefrom is not so ler paragraph 2 hereof.	ee shall pay Lessor a royalty at the
4. The Lessee s	hall commence operations for a	well on the premises on or	before November	11, , 1981, unless Lessee

pays thereafter a rental of \$5.00 per acre per year reach 12 months that operations are delayed from the time above mentioned. The consideration first recited herein, the down payment, shall cover not only the privilege granted to the date when first said rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid, and any and all other rights conferred. The drilling of a non-productive well shall be accepted by the Lessor in lieu of delay rental for a period of one year after its completion, and following the exhaustion or abandonment of all wells the Lessee shall have the right for a period of one year to resume the payment of delay rental or commence operations for another well. Upon the resumption of payment of rentals the provisions hereof governing such payment and the effect thereof shall continue in force as though they had not been interrupted.

5. All moneys coming due hereunder shall be paid or tendered to Celia F. Epling-Agent direct, or by check payable to his (or her) order mailed to Rt. 1, Box 97A, Palestine, W. Va. 26160 and no default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payment or perform any conditions provided for herein unless the Lessee shall refuse or neglect to pay or perform the ceived written notice by registered mail from the Lessor of his intention to declare such default.

6. Lessor reserves 200,000 cubic feet of gas per annum for domestic use, to be taken through his own appliances at any producing gas well, and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

7. Lessee shall have the right to use any formation underlying the leased premises for the storage of the stora

8. Lessor further grants to the Lessee, his heirs and assigns, the right to unitize this lease with other leases to form a drilling unit or units according to the rules and regulations which may be adopted for the proper development and conservation of the field. In the event this lease is so unitized, the Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of the royalty above provided, as the acreage covered by this lease bears to the total acreage comprising the unit.

9. If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided

fee.

10. No well may be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of Lessor. Lessee shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor. Lessee shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises, including the right to draw and remove casing. Lessee shall pay for damages caused by its operations to growing crops on said lands, and, when requested by Lessor, shall bury its pipe lines below plow depth.

11. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly allowed. In event this lease shall be assigned as to any part or parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said Lessee or any assignee thereof shall make due payment of said rental. No change of ownership in the land or in the rentals or royalties shall be binding on the Lessee until after notice to the Lessee and it has been furnished with a written transfer or assignment or a certified copy thereof.

12. At any time, Lessee, its successors or assigns, shall have the right to surrender this less.

12. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancelation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered then this lease shall become absolutely null and void. This surrender may be made to the Lessor, or if more than one Lesser, then to any one of them, or to the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in person or by mail addressed to the post office address of such person, or by recording a duly executed surrender thereof in the Recorder's office of the County in which the land is located.

13. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee at its option may pay, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other liens.

14. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom, then as long as production continues. If after the expiration of the term of this lease production from the leased premises shall cease from any cause, this lease shall not terminate provided Lessee resumes operations within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, then as long as oil or gas is produced in paying quantities.

BOOK

ad Joint Venture, a partnership

This instrument was prepared by M & J Joint Venture, a partnership, P. O. Box 727, Spencer, W. Va. 25276.

BOOK 161 PAGE 650 OIL AND GAS LEASE

	MENT, made and enter between Bessie					er	A. D. 19_01
by and	between						
	on a medical control on	**************************************			**		The property of

of _Ch	arleston, W.	va. 2530	2 party o	f the first part.	hereinafter cal	led Lessor (wheth	or one or more
the cover stituents and gas a at all tim	TNESSETH: That the nants and agreements of either in and under and their constituents and their constituents and the purpose of def, and to possess, use, and the possess are the possess and to possess, use, and the possess are the possess a	hereinafter contact the land hereina d of storing gas or crilling and operate	eration of the surined, does hereby fter described, to of any kind in any ing for oil gas a	m of One Dollar y grant unto the gether with the y formation unde	the receipt of Lessee all of exclusive right rlying the land	which is hereby a the oil and gas as to drill for, produ , and also the righ	acknowledged, and all of the conce and market on to enter there
the shove	named products there	from or therete b	y nine lines or a	.h	11.	. Harner	Distric
NORTH	by lands of Fle	lds and Kn	oges		,	a as 1010 ws, 10-w	c. Dounded on the
	lands of Smit	th and Smi				,	7 × 1 × 1
	by lands of Kise	er, Cox an	d Fields				
WEST	y lands of Majo	or A. Ferr	ell ·		4 . 4 . 5	* *	and the second
Containin	two/húndred	twenty-n	ine (229)	hy deed dated	A 1		e la company
recorded	in said county records in		10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Book No		Page	ar
2. It is thereafter any form 3. The one-eight! share for all ga	s agreed that this lease s as operations for oil cation; underlying the he Lessee shall deliver to h (%) part of all oil "Of"the equals	shall remain in for or gas are being erein leased land the credit of the produced and sav one-eigh	ce for a primary conducted on the is used for stora; Lessor free of ce from the least th (1/8) I	term of five e premises, or of ge of gas as pro post, in the pipe ed premises, and part of all	d (5) If or gas is found or gas is found or gas is found or gas line to which I shall pay Letter gas produced the gas produced to gas produced the gas produced to gas produced the gas produced the gas produced to gas produced the gas produced to gas produced to gas produced the gas produced to gas pr	years from this and in paying quarragraph 7 hereof, the may connect his ssor Their coduced and	date and as lon ntities thereon, of s wells, the squ proportion is saved.
while said	d royalty is so paid said	well shall be held	to be a paying	of market, gas the well under parag	nerefrom is not raph 2 hereof.	sold or used off	the premises, an
pays there	cafter a rental of \$5.0	0 per acr	e per year	for each 12	mo	nths that operation	s are delayed from

the time above mentioned. The consideration first recited herein, the down payment, shall cover not only the privilege granted to the date when first said rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid, and any and all other rights conferred. The drilling of a non-productive well shall be accepted by the Lessor in lieu of delay rental for a period of one year after its completion, and following the exhaustion or abandonment of all wells the Lessee shall have the right of payment of rentals the provisions hereof governing such payment and the effect thereof shall continue in force as though they had not been interrupted.

5. All moneys coming due hereunder shall be paid or tendered to Celia F. Epling-Agent direct, or by check payable to his (or her) order mailed to Route 1, Box 97A, Palestine, W. Va. 26160 and no default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payment or perform any conditions provided for herein unless the Lessee shall refuse or neglect to pay or perform the same for ten days after having received written notice by registered mail from the Lessor of his intention to declare such default.

6. Lessor reserves 200,000 cubic feet of gas per annum for domestic use, to be taken through his own appliances at any producing gas well, and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

7. Lessee shall have the right to use any formation underlying the leased premises for the storage of second at 1,100.

7. Lessee shall have the right to use any formation underlying the leased premises for the storage of gas and shall have all rights and rights of way necessary to store and produce such stored gas. As full payment for such storage rights, the Lessee shall pay to the Lessor a rental at the rate of per acre per year, while the premises are so used, and so long as the storage payment is made, all provisions of this lease shall remain in full effect.

8. Lessor further grants to the Lessee, his heirs and assigns, the right-to unitize this lease with other leases to form a drilling unit or units according to the rules and regulations which may be adopted for the proper development and conservation of the field. In the event this lease is so unitized, the Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of the royalty above provided, as the acreage covered by this lease bears to the total acreage comprising the unit.

9. If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royal-ties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided

10. No well may be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of Lessor. Lessee shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from placed on said premises, including the right to draw and remove casing. Lessee shall pay for damages caused by its operations to growing crops on said lands, and, when requested by Lessor, shall bury its pipe lines below plow depth.

11. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly allowed. In event this lease shall be assigned as to any part or parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said Lessee or any assignee thereof shall make due payment of said rental. No change of ownership in the land or in the rentals or royalties shall tified copy thereof.

12. At any time, Lessee, its successors or assigns, shall have the right to suvender this lesse are any any and the figure of the surrender this lesse.

tified copy thereof.

12. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancelation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the Lessor, or if more than one Lesson them to go them, or to the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in person or by main addressed to the post office address of such person, or by recording a duly executed surrender thereof in the Recorder's office of the County in which the land is located.

13. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee at its option may pay, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other liens.

14. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom, then as long as production continues. If after the expiration of the term of this lease production from the leased premises shall cease from any remain in force during the prosecution of such operations, and, if production results therefrom, then as long as oil or gas is produced in paying quantities.

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pox 727, Spancer, w. Va. 25276

0. Box 727, Spencer, W. va. 25276. BOOK 161 PAGE 660 OIL AND GAS LEASE AGREEMENT, made and entered into this 11th day of November by and between Thomas L. Fields and Drene Fields, his wife. _A. D. 1981 of Uniontown. Ohio m party of the first part, hereinafter called Lessor (whether one or more), and M & J Joint Venture, a partnership L. WITNESSETH: That the Lessor, in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, and the coverants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and all of the conant and gas and their constituents and of storing gas of any kind in any formation underlying the land, and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water, laying pipe lines, erecting tanks, machinery, powers and structures, and to possess, use, and occupy so much of said premises as is necessary and convenient for said purposes and to convey party of the second part, hereinafter called Lessee; the above named products therefrom or thereto by pipe lines or otherwise; said land being situate in Harper District,

County of Roane , State of West Virginia , and described as follows, to-wit: Bounded on the Fields and Rhodes NORTH by lands of____ Smith and Smith EAST by lands of..... SOUTH by lands of Kiser, Cox and Fields WEST by lands of Major A. Ferrell Containing two hundred twenty-nine (229) acres, more or less and being the same land conveyed to lessor by

recorded in said county records in... Book No.

by deed dated.....

2. It is agreed that this lease shall remain in force for a primary term of five (5) years from this date and as long thereafter as operations for oil or gas are being conducted on the premises, or oil or gas is found in paying quantities thereon, or any formation underlying the herein leased land is used for storage of gas as provided under paragraph 7 hereof.

3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pipe line to which he may connect his wells, the equal one-eighth (%) part of all oil produced and saved from the leased premises, and shall pay Lessor. Their proportionate share of the equal one-eighth (1/8) part of all gas produced and saved.

Share of the equal one-eighth (1/8) part of all gas produced and saved.

for all gas and casing head gas produced and sold from the premises, payable monthly; provided, Lessee shall pay Lessor a royalty at the while said royalty is so paid-said well shall be held to be a paying well under paragraph 2 hereof.

4. The Lessee shall commence operations for a well on the premises on or before November 11, 1981, unless Lessee pays thereafter a rental of \$5.00 per acre per year for each 12 months that operations are delayed from the time above mentioned. The consideration first recited herein, the down payment, shall cover not only the privilege granted any and all other rights conferred. The drilling of a non-productive well shall be accepted by the Lesser in lieu of delay rental for for a period of one year after its completion, and following the exhaustion or abandonment of all wells the Lessee shall have the right of payment of rentals the provisions hereof governing such payment and the effect thereof shall continue in force as though they had

5. All moneys coming due hereunder shall be paid or tendered to ___Celia F. Epling-Agent direct, or by check payable to his (or her) order mailed to Rt. 1. Box 97A. Palestine, W. Va. 26160 and no default shall be declared against the Lessee by the Lessor for failure of the Lessee to conditions provided for herein unless the Lessee shall refuse or neglect to pay or perform the ceived written notice by registered mail from the Lessor of his intention to declare such default.

ceived written notice by registered mail from the Lessor of his intention to declare such default.

6. Lessor reserves 200,000 cubic feet of gas per annum for domestic use, to be taken through his own appliances at any producing gas well, and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

7. Lessee shall have the right to use any formation underlying the leased premises for the storage of gas and shall have all rights and rights-of-way necessary to store and produce such stored gas. As full payment for such storage rights, the Lessee shall pay to the Lessor a rental at the rate of the per acre per year, while the premises are so used, and so long as the storage payment is made, all provisions of this lease shall remain in full effect.

8. Lessor further grants to the Lessee, his heirs and assigns, the right to unitize this lease with other leases to form a decilion.

8. Lessor further grants to the Lessee, his heirs and assigns, the right to unitize this lease with other leases to form a drilling unit or units according to the rules and regulations which may be adopted for the proper development and conservation of the field. In the event this lease is so unitized, the Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of the royalty above provided, as the acreage covered by this lease bears to the total acreage comprising the unit.

9. If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royal tries and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.

10. No well may be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of Lessor. Lessee shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from placed on said premises, including the right to draw and remove casing. Lessee shall pay for damages caused by its operations to growing crops on said lands, and, when requested by Lessor, shall bury its pipe lines below plow depth.

11. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said Lessee or be binding on the Lessee until after notice to the Lessee and it has been furnished with a written transfer or assignment or a cer-

12. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancelation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this of them, or to the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in person or by part thereof in the Recorder's office of the County in which the land is located.

the County in which the land is located.

13. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee at its option may pay, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed lands, and in event it exercises such option, it shall be subrogated to the rights of any holder or itself by applying any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other liens.

14. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom, then as long as production continues. If after the expiration of the term of this lease production from the leased premises shall cease from any remain in force during the prosecution of such operations, and, if production results therefrom, then as long as oil or gas is produced in paying quantities.

5. his lease embodies the entire contract and agreement between	on Lessor and Lessoe, and no warranties	, representations, prom-
5. his lease embodies the entire contract and agreement between or inducements not herein expressed have been made or relied treef shall extend to the respective heirs, executors, administrators,	successors and assigns of the parties he	reto.
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STATE OF WEST VIRGINIA

OFFICE OF OIL AND GAS

NOTICE OF EXPIRED PERMIT

PEB 1 3 i985

OIL & GAS DIVISION

DEPT. OF MINES

Permit number:47- 87-3527 Company:KEY OIL CO. Date:27-Nov-84

Date issued:12/21/81

Counts:ROANE
Farm:ROMA HARGUS
Well no.:
Date expired:/ / 0

#1

I have inspected the above wellsite and found no well work done. Please cancel this well work permit.

Signed: \[
\text{Nomes His Ougherly}
\]

Bate: \[
2/5/85
\]

09/15/2023



State of Mest Nirginia

BARTON B. LAY, JR. DIRECTOR

Bepartment of Mines Gil and Gas Bivision Charleston 25305

February 15, 1985

In Re: Permit No:

designated by the above permit number to the surety company who executed said bond in your behalf, in order that they may give you credit on their

Your well record was received and reclamation requirements approved. In accordance with Chapter 22, Article 4, Section 2, the above captioned well

will remain under bond coverage for life of the well.

THEODORE M. STREIT ADMINISTRATOR

47-087-3527

Key Oil Company P.O. Box 709 Spencer, WV 25276

records.

		Farm:	Roma Hargus, Et. Al.
		Well No:	. 1
		District:	Harper
		County:	Roane
		Issued:	12-21-81
Gentlem	en:		
	The FINAL INSPECTION REPORT for the a office. Only the column checked bel	•	ed well has been received
XXXXX	The well designated by the above cap under your Blanket Bond. (PERMIT CA		· ·
	Please return the enclosed cancelled	single bond	which covered the well

Very truly yours,

Theodore M. Streit, Administrator Dept. Mines-Office of Oil & Gas

